domicile of the deceased. By Mississippi law the stock was liable to the claims of creditors while by Alabama law it was exempt. *Held*, that Mississippi law applies. *Jane* v. *Martinez*, 61 So. 177 (Miss.).

For a discussion of the principles involved see 25 HARV. L. REV. 719.

COVENANTS OF TITLE — COVENANT OF WARRANTY — MEASURE OF WARRANTOR'S LIABILITY. — The vendor in a contract to sell land, at the request of the vendee, conveyed by warranty deed directly to the subvendee. The vendor's title proved defective. After the paramount owner had recovered against the subvendee, the subvendee sued the original vendor for breach of warranty. *Held*, that the damages are limited to the purchase price received from the original vendee. *Hunt* v. *Hay*, 49 N. Y. L. J. 263 (Sup. Ct., App. Div.).

The ancient real warranty, originating when land was not marketable, was substantially a promise to give other equally good land. See SEDGWICK, DAMAGES, 9 ed., § 952; CO. LIT. § 365. The consideration paid and recited was later treated as agreed liquidated damages to take the place of specific performance. See SEDGWICK, DAMAGES, 9 ed., § 951. New York has followed the analogy in dealing with modern covenants of quiet enjoyment. *Staats* v. *Ten Eyck*, 3 Caines (N. Y.) 111. Neither the rise in market value of the land nor improvements by the grantee before the breach are considered. *Pitcher* v. *Livingston*, 4 Johns. (N. Y.) 1. The argument in favor of the rule seems confined to the possibility of hardship on an innocent grantor in case of extraordinary appreciation, especially since the covenant runs with the land. See *Willson* v. *Willson*, 25 N. H. 229, 238. But if the grantor chooses to covenant, the grantee or subgrantee building in reliance thereon should not suffer. Moreover, to hold the consideration recited as conclusive of the price paid, as is sometimes done in cases of subgrantees, is contrary to fact. *Greenvault* v. *Davis*, 4 Hill, (N. Y.) 643; *Cook* v. *Curtis*, 68 Mich. 611, 36 N. W. 692. The usual theory of damages in chattel warranties is to require the warrantor to put the warrantee in the same position at the time of the breach as if the promise had been complied with. *Cary* v. *Gruman*, 4 Hill (N. Y.) 625. In the principal case the actual value of the land at the time of the eviction, of which the price paid by the subvendee may be considered *primâ facie* evidence, seems a more just assessment. *Bunny* v. *Hopkinson*, 27 Beav. 565; *Cecconi* v. *Rodden*, 147 Mass. 164, 16 N. E. 749; *Hardy* v. *Nelson*, 27 Me. 525. Under the New York rule the test seems to be the value of the land at the time of the original covenant. Even with this test, where, as in the principal case, the covenant is made directly to the subgrantee, the price paid by the latter at that time would seem to be a more logical measure of damages than that paid several months before by the original purchaser. *Cf. Graham* v. *Leslie*, 4 U. C. C. P. 176.

EVIDENCE — DECLARATIONS AGAINST INTEREST — WHETHER CONFESSION OF CRIME IS SUFFICIENT. — The defendant, on trial for murder, offered in evidence a confession of a third party, now dead, that he had committed the murder. *Held*, that the evidence is not admissible. *Donelly* v. *United States*, 228 U. S. 243, 33 Sup. Ct. 449.

Three justices dissent on the ground that the evidence was within the exception to the hearsay rule admitting a declaration against interest, although the interest was not of a pecuniary nature. *Coleman* v. *Frazier*, 4 Rich. L. (S. C.) 146; 2 WIGMORE, EVIDENCE, §§ 1476–77. The English cases do not consider penal interest sufficient. *Sussex Peerage*, 11 Cl. & F. 85. The American cases also support the majority opinion, though the courts generally have not considered the possibility of admitting the evidence as a declaration against interest. *State* v. *Fletcher*, 24 Or. 295, 33 Pac. 575; *State* v. *West*, 45 La. Ann. 928, 13 So. 173; *People* v. *Hall*, 94 Cal. 595, 30 Pac. 7. As is illustrated by the

principal case, which is the first expression of the Supreme Court upon this point, it would be difficult to change the common-law requirement as to pecuniary interest. On principle, however, admissions of criminal liability are really against a man's pecuniary interest, unless, as here and in many of the decided cases, the declaration is made just before death. The pecuniary loss is clear if the punishment be by fine; and certainly imprisonment will deprive a man of the opportunity to earn anything while imprisoned and perhaps impair his chances afterward. The general attitude of the courts, however, toward extending any of the hearsay exceptions is one of disfavor due to their distrust of easily manufactured hearsay evidence.

FOREIGN CORPORATIONS — SERVICE OF PROCESS — REVOCATION OF AUTHORITY OF AGENT APPOINTED TO RECEIVE SERVICE OF PROCESS IN COMPLIANCE WITH STATUTE. — A statute required foreign corporations before doing business in the state to designate an agent upon whom service of process might be had. The defendant corporation, having complied with the statute, made a contract with the plaintiff and thereafter ceased doing business in the state. In a suit on the contract, it averred that it had revoked the agent's authority to receive process. *Held*, that the revocation was ineffectual. *Brown-Ketcham Iron Works* v. *George B. Swift Co.*, 100 N. E. 584. (Ind., App. Ct.) See NOTES, p. 749.

ILLEGAL CONTRACTS — EFFECT OF ILLEGALITY — WHETHER ILLEGALITY BARS RECOVERY FOR FRAUD. — With the object of defrauding the defendant of his property and then getting rid of him, the plaintiff aided him in procuring a divorce and married him. She thereby induced him to transfer a large part of his property to her. The marriage, being within one year after the divorce, was by statute felonious and void. The plaintiff filed a bill for annulment, whereupon the defendant brought a cross bill for restitution of the property. *Held*, that the cross bill should be dismissed. *Szlauzis* v. *Szlauzis*, 255 Ill. 314, 99 N. E. 640. See NOTES, p. 738.

INSURANCE — INSURABLE INTEREST — RELATIONSHIP IN LIFE INSURANCE. — The deceased insured his own life in favor of a married sister and later assigned the insurance policy to her. He owed her no duty of support nor did he actually give her financial aid. *Held*, that the proceeds of the policy should be paid to the sister. *Phillip's Estate*, 238 Pa. St. 423.

The court held that, even assuming the need of an insurable interest in the assignee, yet here the requirement was satisfied. Relationship with an expectation of some pecuniary advantage from the continued life of the relative constitutes an insurable interest. *Lord* v. *Dall*, 12 Mass. 115; *Geoffroy* v. *Gilbert*, 5 N. Y. App. Div. 98, 38 N. Y. Supp. 643. Relationship alone is sufficient according to the view of some courts because from it an expectation of pecuniary advantage may be presumed. See *Loomis* v. *Eagle Life & Health Ins. Co.*, 6 Gray (Mass.) 396, 399. Where the relationship is that of husband and wife, this pecuniary advantage is clear because of the wife's legal right to support and the husband's right to her services. *Gambs* v. *Covenant Mutual Life Ins. Co.*, 50 Mo. 44; *Currier* v. *Continental Life Ins. Co.*, 57 Vt. 496. But in most other relationships the advantage may be so uncertain that more definite evidence should be required to show an expectancy. *Guardian Mutual Life Ins. Co. of New York* v. *Hogan*, 80 Ill. 35; *Life Ins. Clearing Co.* v. *O'Neill*, 106 Fed. 800. It would seem the best policy always to require from the insurer a pecuniary interest in the life. A sentimental interest alone may in the great majority of cases prevent the contract being objectionable as a wager, and may provide an effective check to the temptation to kill the insured. But there is no sufficient advantage to society in allowing compensation for senti-